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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA – RENO DIVISION

ALLY FINANCIAL INC., a Delaware
Corporation

Plaintiff,

vs.

ALLISON AUTOMOTIVE GROUP, INC., a
Nevada Corporation; WAYNE D. ALLISON,
an individual; GAIL M. ALLISON, an
individual

Defendants.

Case No.: 3:10-cv-00730-LRH -VPC

**TEMPORARY
RESTRAINING ORDER AND
SETTING HEARING ON
APPLICATION FOR WRIT OF
POSSESSION AND INJUNCTIVE
RELIEF**

[Application for Writ of Possession; Memo
of Points & Authorities; Affidavit of Kyle
Deutsch; [Proposed] Order Granting
Application for Writ of Possession filed
concurrently]

Hearing Date: TBD

Time: TBD

Location: 400 S. Virginia Street
Reno, NV 89501

Judge: Honorable Larry R. Hicks
Courtroom: 5

1 The *ex parte* Application of Plaintiff, ALLY FINANCIAL INC. ("ALLY")¹, for the
2 issuance of a temporary restraining order came on before the Honorable Larry R. Hicks, United
3 States District Court Judge for the District of Nevada.

4 The Court, having reviewed the application of ALLY for temporary restraining order, the
5 supporting declarations and memorandum of points and authorities and the complaint on file in
6 this action, and any opposition filed to the application, finds that ALLY has established that it is
7 entitled to the issuance of a temporary restraining order and has established the probable validity
8 that there is an immediate danger that the vehicles identified on the attached **Exhibit A**, the other
9 personal property described in the attached **Exhibit B** and the proceeds from the sale of any such
10 vehicle or other personal property (collectively the "Collateral"), may become unavailable to levy
11 and may become substantially impaired in value, and

12 GOOD CAUSE APPEARING, THEREFORE,

13 IT IS HEREBY ORDERED that:

14 1. Defendant ALLISON AUTOMOTIVE, INC. ("Allison Automotive"), received
15 timely and proper notice of this hearing on ALLY's Application for Writ of Possession and
16 Injunctive Relief under the Court's Local Rules.

17 2. ALLY has established the probable validity of its security interest in, and claim to
18 possession of, the vehicles identified on the attached **Exhibit A** and all of Allison Automotive's
19 furniture, fixtures, machinery, supplies and other equipment, all motor vehicles, tractors, trailers,
20 implements, service parts and accessories and other inventory of every kind, all accounts, contract
21 rights, chattel paper and general intangibles as described in the attached **Exhibit B**, that
22 Defendant Allison Automotive is in default on its loan obligations owing to ALLY as set forth in
23 the moving papers.

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25
26 ¹ Plaintiff ALLY is the successor in interest by name change to GMAC Inc. also
27 formerly known as GMAC LLC and General Motors Acceptance Corporation ("GMAC"). As
the successor in interest to GMAC by name change, ALLY has the right to enforce all agreements
that GMAC entered into with third parties, including defendants herein, and to collect all sums
due to GMAC thereunder.

1 3. ALLY has established that the Collateral is located at Allison Automotive's place
2 of business at 9190 S., Reno NV 89511 (collectively, the "Dealership").

3 4. Allison Automotive may sell or lease the Collateral in the ordinary course of
4 business only as provided in this Order:

5 a. At the time of any sale or lease of any vehicle, Allison Automotive shall
6 immediately notify ALLY of such sale or lease via email to the following email address:
7 kyle.deutsch@ally.com and by promptly delivering or faxing to ALLY a true copy of the written
8 contract of such retail sale or lease at 972-649-2218.

9 b. Allison Automotive shall turn over possession to ALLY and ALLY shall
10 maintain physical custody of titles for all vehicles in which ALLY has a lien or security interest,
11 whether or not financed by ALLY.

12 c. Within the earlier of three business days from delivery to a customer of a
13 vehicle identified on the attached **Exhibit A**, or one business day from Allison Automotive's
14 receipt of any of the sale proceeds for any retail sale or lease of a vehicle, including any vehicle
15 identified on **Exhibit A** that has been sold or leased on or before the date of this Order for which
16 defendant Allison Automotive received proceeds before or after the date of this Order, Allison
17 Automotive shall immediately and forthwith remit to ALLY by electronic funds transfer all
18 amounts received by Allison Automotive up to the amount advanced by ALLY to Allison
19 Automotive to acquire the vehicle (the "Advanced Price"). Any proceeds in excess of the
20 Advanced Price on a particular vehicle may be retained by Allison Automotive to use towards its
21 operating expenses. ALLY's security interest continues to attach to the proceeds in excess of the
22 Advanced Price to the extent they are not used to cover operating expenses;

23 d. Within the earlier of three business days from delivery to a customer of a
24 vehicle not identified on the attached **Exhibit A** (the "Non-Floored Vehicles"), or one business
25 day from Allison Automotive's receipt of any of the "cash" proceeds of such sale or lease of a
26 Non-Floored Vehicle, Allison Automotive shall immediately and forthwith remit to ALLY by
27 electronic funds transfer or other immediately available funds received by Allison Automotive in

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1 the amount of 75% of Allison Automotive net sale price of the Non-Floored Vehicle after
2 payment of taxes, registration, and licensing.

3 e. Should Allison Automotive receive any vehicle as a "trade-in" for the
4 payment of a vehicle or a Non-Floored Vehicle, Allison Automotive shall notify ALLY within
5 one business day of receiving the trade-in by email to the following email address:
6 kyle.deutsch@ally.com. Furthermore, Allison Automotive shall promptly pay or satisfy any liens
7 or amounts owing against the trade-in vehicle. Allison Automotive may subsequently sell the
8 trade-in as a Non-Floored Vehicle in accordance with subparagraphs a, b, c and d above;

9 f. Trades or transfers of vehicles by Allison Automotive with other dealers
10 ("Dealer Trades") are prohibited without the written consent of ALLY. Requests for Dealer
11 Trades shall be made via email to the following email address: kyle.deutsch@ally.com;

12 g. Allison Automotive shall limit the use of Demonstrators to customer test
13 drives.

14 h. Allison Automotive may sell parts, accessories, or related supplies
15 ("Parts") in the ordinary course of its service department's business but Allison Automotive shall
16 use the proceeds from the cost of the Parts sold to either (1) buy replacement Parts, or (2) pay
17 Allison Automotive's invoice cost on account of part's sales, in the form of cashier's checks or
18 other immediately available funds to ALLY. While Allison Automotive continues to use parts, it
19 must replenish the parts inventory to adequately protect and maintain ALLY's collateral position.
20 Allison Automotive shall submit to ALLY a written accounting upon its request of the following:

- 21 (i) Parts sold the previous week;
- 22 (ii) Parts ordered as replacements the previous week; and,
- 23 (iii) Payment for any parts not replaced the previous week.

24 5. Allison Automotive is restrained from removing any of the Collateral in such
25 manner as to make it less available to seizure by levying officer and/or impairing the value of the
26 subject Collateral.

27 6. Allison Automotive shall permit ALLY and its authorized agents and employees to
28 enter upon Allison Automotive's Dealership sales lot at 9190 S. Virginia St., Reno NV 89511

1 during business operating hours. ALLY shall be authorized to hold possession of keys to all
2 vehicles, to be present while all mail and other package deliveries are opened and to review the
3 cash receipts journals on a daily basis. ALLY is authorized to conduct audits and inspections of
4 the Collateral and Allison Automotive's books and records, including making photocopies
5 thereof. Allison Automotive shall deliver copies of all bank statements to ALLY within one hour
6 of receipt by Allison Automotive of such statements each day.

7 7. The Court finds, for the purposes of this Order, that the value of Allison
8 Automotive's assets is approximately \$2,957,433.14, which is less than the principal amounts of
9 the contractual obligations totaling \$4,087,816.33 it owes to ALLY by \$1,130,383.19. Under
10 Nevada Revised Statute section 31.863, ALLY is not required to file an undertaking. The
11 findings in this paragraph in particular, and the findings in this order generally, are subject to
12 review and reconsideration at the time of the hearing set for the writ of possession and injunctive
13 relief.

14 8. Allison Automotive must, and its officers and employees must cause Allison
15 Automotive to, comply with all its agreements with ALLY.

16 9. Hearing on ALLY's application for writ of possession and injunctive relief is set in
17 this Courtroom on December 9, 2010, at 10:00 am.
18 Allison Automotive shall file and serve any responsive papers no later than
19 December 6, 2010. ALLY shall file any reply papers no later than
20 December 8, 2010

21 10. In the event that Allison Automotive violates any term or terms of this Temporary
22 Restraining Order, ALLY may file an ex parte application to enforce the Temporary Restraining
23 Order in the manner provided by the Local Rules. The Court may review such ex parte
24 application prior to the date of the hearing on the writ of possession and injunctive relief and the
25 Court may enter an order to enforce the terms of this Temporary Restraining Order as reasonably
26 necessary, including, but not limited to, issuing an immediate order for writ of possession or turn-
27 over of funds or imposition of sanctions.

28 11. This order shall issue immediately.

12. This Order shall remain in effect until modified by further order of this Court, or modified by written agreement signed by plaintiff ALLY and defendants Allison Automotive filed with and approved by order of this Court.

IT IS SO ORDERED:

DATED this 30th day of November, 2010,
11:15 am.

St. John

LARRY R. HICKS
UNITED STATES DISTRICT JUDGE

EXHIBIT A

BC	Dealer#	VIN	WA1WMAFE7BD	000851	N	2011	Q7	10/27/10	16.00	66,150.03
085	0129	WAUAVAFD6BN	000917	N	2011	A8	10/20/10	62.00	86,907.00	
085	0129	WA1CMBFE5BD	001084	N	2011	Q7	11/01/10	42.00	50,251.00	
085	0129	4A3AB76T99E	001120	N	2009	GALANT	10/20/10	386.00	16,456.76	
085	0129	WA1CMFAE7BD	0011564	N	2009	GALANT	10/20/10	386.00	18,667.22	
085	0129	WAUBF-AFL4BN	003025	N	2011	Q7	11/02/10	8.00	50,390.75	
085	0129	WA1LGAFE3BD	003286	N	2011	A4	10/20/10	106.00	34,774.23	
085	0129	WAUJAU34279N	003292	U	2009	R8	11/10/10	0.00	51,982.25	
085	0129	TRURD384481	003294	U	2008	TT	08/20/10	82.00	100,000.00	
085	0129	TRURD384981	003369	U	2008	TT	07/22/10	111.00	31,525.00	
085	0129	WA1VMAFE8AD	003378	N	2010	Q7	11/01/10	110.00	27,355.00	
085	0129	WA1LMAFEXBD	003522	N	2011	Q7	11/10/10	261.00	63,294.00	
085	0129	WAUJK78K89N	003781	U	2009	A4	07/30/10	0.00	56,310.40	
085	0129	JA4J74AX5A2	005796	N	2010	OUTLANDER	10/20/10	316.00	27,087.44	
085	0129	JA4J75AXX2Z	006187	N	2010	OUTLANDER	10/20/10	316.00	28,339.50	
085	0129	JA4JAT2AW0A2	006401	N	2010	OUTLANDER	10/20/10	293.00	22,788.74	
085	0129	JA43AB48SS59E	006484	N	2009	GALANT	10/20/10	386.00	15,729.32	
085	0129	JA43AB76T39E	006591	N	2009	GALANT	10/20/10	386.00	17,547.79	
085	0129	JA43AB76T59E	006754	N	2009	GALANT	10/20/10	386.00	27,721.23	
085	0129	WAUBF-AFL9BN	007689	N	2011	A4	08/31/10	71.00	34,938.00	
085	0129	WAUJBFBM0BA	007875	N	2011	A3	10/20/10	105.00	33,687.48	
085	0129	WAUBGAFB6BN	008111	N	2011	A6	10/20/10	85.00	48,689.65	
085	0129	WAUDK78T49A	008190	U	2009	A5	09/09/10	62.00	35,725.00	
085	0129	JA32U1FUXAU	008760	N	2010	LANCER	10/20/10	376.00	16,818.22	
085	0129	JA32U6FV5AU	008863	N	2010	LANCER	10/20/10	376.00	26,756.76	
085	0129	WA1EV74L8BD	008883	U	2008	Q7	08/17/10	85.00	39,025.00	
085	0129	4A37L3ETXAE	008926	N	2010	ECLIPSE	10/20/10	362.00	31,742.97	
085	0129	4A37L3ET3AE	008931	N	2010	ECLIPSE	10/20/10	362.00	32,637.97	
085	0129	JA32U6FV4AU	009146	N	2010	LANCER	10/20/10	376.00	26,623.76	
085	0129	JA32Y6HV2AU	009649	N	2010	LANCER	10/20/10	376.00	27,004.84	
085	0129	JA32B3FF7AE	009781	N	2010	GALANT	10/20/10	362.00	23,363.41	
085	0129	JA44JN3AS5AE	009815	N	2010	ENDEAVOR	10/20/10	362.00	30,428.19	
085	0129	4A4JN3AS2AE	009884	N	2010	ENDEAVOR	10/20/10	362.00	30,428.19	
085	0129	4A4JN3AS4AE	010258	N	2010	ENDEAVOR	10/20/10	362.00	30,428.19	
085	0129	WAUWFAF10BA	010540	N	2011	A4	10/20/10	41.00	40,644.63	
085	0129	JA32X6FV8AU	010977	N	2010	LANCER	10/20/10	377.00	29,190.76	
085	0129	JA32X8HWXAU	011138	N	2010	LANCER	10/20/10	377.00	19,002.16	

085	0129	WAURFAFR0BA	011334	N	2011	A5	10/20/10	70.00	41,871.18
085	0129	JA32Y6HVIAU	011392	N	2010	LANCER	10/20/10	351.00	29,571.84
085	0129	JA32Y6HV8AU	011471	N	2010	LANCER	10/20/10	351.00	27,004.84
085	0129	JA32U2FU2AU	011576	N	2010	LANCER	10/20/10	351.00	16,906.22
085	0129	WA1WKBFPSBA	012428	N	2011	Q5	10/21/10	20.00	50,065.00
085	0129	JA4AT2AW5AZ	012498	N	2010	OUTLANDER	10/20/10	201.00	22,788.74
085	0129	JA4AT2AW1AZ	012899	N	2010	OUTLANDER	10/20/10	201.00	22,788.74
085	0129	JA4JT4X6AZ	012918	N	2010	OUTLANDER	10/20/10	201.00	25,643.44
085	0129	JA4JT4X1AZ	012955	N	2010	OUTLANDER	10/20/10	201.00	25,643.44
085	0129	JA4AT2AW6AZ	012958	N	2010	OUTLANDER	10/20/10	201.00	22,788.74
085	0129	JA4AT2AWXAZ	012979	N	2010	OUTLANDER	10/20/10	201.00	22,788.74
085	0129	JA4AT2AW8AZ	013032	N	2010	OUTLANDER	10/20/10	201.00	22,788.74
085	0129	JA4AT2AW6AZ	013210	N	2010	OUTLANDER	10/20/10	201.00	22,788.74
085	0129	4A4JN3AS9AE	013351	N	2010	ENDEAVOR	10/20/10	295.00	30,453.19
085	0129	JA4JT5AX9AZ	013356	N	2010	OUTLANDER	10/20/10	191.00	28,339.50
085	0129	WA1WFAFL6BA	013636	N	2011	A4	10/20/10	75.00	41,883.25
085	0129	4A32B3FF9AE	014428	N	2010	GALANT	10/20/10	287.00	23,388.41
085	0129	4A32B3FF1AE	014511	N	2010	GALANT	10/20/10	287.00	21,124.37
085	0129	JA32Y6HVIAU	014602	N	2010	LANCER	10/20/10	351.00	27,004.84
085	0129	WA1UFFAFL0AN	014934	N	2010	GALANT	10/20/10	278.00	21,124.37
085	0129	WA1ATY74L39D	015850	N	2010	A4	10/20/10	282.00	37,167.00
085	0129	JA32U1FUKAU	016297	U	2009	07	08/06/10	96.00	34,375.00
085	0129	WA1EV74L4BD	016594	N	2010	LANCER	10/20/10	334.00	16,843.22
085	0129	WAUBFAFL0AN	018116	U	2008	07	08/05/10	97.00	42,275.00
085	0129	JA32W5FV4AU	018553	N	2010	A4	02/23/10	260.00	34,414.00
085	0129	WAUDF48H2K	018820	U	2007	A4	08/12/10	316.00	39,596.82
085	0129	JA32U2FU7AU	019141	N	2010	LANCER	10/20/10	90.00	18,700.00
085	0129	JA32U1FUF6AU	019366	N	2010	LANCER	10/20/10	289.00	16,931.22
085	0129	JA32Y6HV9AU	019367	N	2010	LANCER	10/20/10	289.00	16,843.22
085	0129	JA32W8FV5AU	019483	N	2010	LANCER	10/20/10	293.00	29,463.84
085	0129	JA32U2FU8AU	019651	N	2010	LANCER	10/20/10	307.00	34,328.32
085	0129	JA32Y6HV2AU	019735	N	2010	LANCER	10/20/10	261.00	17,789.16
085	0129	WAULFAFRXBA	019981	N	2011	A5	10/20/10	285.00	19,027.16
085	0129	JA32X8HWXAU	020132	N	2010	LANCER	10/20/10	35.00	41,365.48
085	0129	WAUDK78T08A	021016	U	2008	A5	07/22/10	285.00	19,027.16
085	0129	WA1WKAFP2BA	021261	N	2011	Q5	10/27/10	111.00	37,725.00
085	0129	WAUBFAFL3AN	022557	N	2010	A4	02/23/10	15.00	48,944.00
085	0129	WAUDK78T99A	023204	U	2009	A5	07/22/10	260.00	33,692.00
085	0129	WAUFFAFL6AN	024787	N	2010	A4	10/20/10	111.00	39,825.00
085	0129	WAUWVAFR6BA	025655	N	2011	55	10/27/10	282.00	36,591.00
								15.00	58,579.53

085	0129	WA1AV74L77D	02826	U	2007	Q7	10/20/10	71.00	23,550.00
085	0129	WA1MFCAF10BA	026981	N	2011	A4	10/20/10	58.00	38,588.63
085	0129	WA1RFAFR1BA	027395	N	2011	A5	11/02/10	8.00	41,871.18
085	0129	WA1MFABL1BA	027508	N	2011	A4	10/20/10	58.00	38,588.63
085	0129	WA13VAFR8BA	029969	N	2011	S5	11/01/10	0.00	59,853.38
085	0129	WA1UFFAFL9AN	030177	N	2010	A4	10/20/10	261.00	35,140.00
085	0129	WA1BY74L5BD	030978	U	2008	Q7	08/31/10	71.00	31,125.00
085	0129	WAUDF48H87K	034684	U	2007	A4	08/13/10	89.00	20,355.00
085	0129	4A3AL25FX8E	040490	U	2008	ECLIPSE	10/20/10	121.00	13,550.00
085	0129	4A3AL25FX8E	040649	U	2008	ECLIPSE	10/20/10	133.00	13,600.00
085	0129	WAUGN94F37N	041297	U	2007	S6	06/10/10	153.00	40,875.00
085	0129	WAUKGAFL4BA	044914	N	2011	S4	11/02/10	8.00	53,997.03
085	0129	WA1KK78R29A	045682	U	2009	Q5	09/21/10	50.00	37,225.00
085	0129	WAUDH74F97N	052237	U	2007	A6	08/09/10	93.00	24,955.00
085	0129	WAUKF78E88A	061308	U	2008	A4	06/21/10	142.00	23,700.00
085	0129	YV1MC67219J	071518	U	2009	C70	10/20/10	90.00	24,050.00
085	0129	WA1BY74L37D	083404	U	2007	Q7	08/12/10	90.00	28,225.00
085	0129	WDBWK54F06F	085488	U	2006	SLK280	10/20/10	33.00	16,500.00
085	0129	WA1BY74L77D	093188	U	2007	Q7	08/12/10	90.00	26,225.00
085	0129	3GCRKSE3A9G	102677	U	2010	SILVERADO	10/20/10	22.00	24,850.00
085	0129	SALFR24N48H	108712	U	2008	LR2	10/20/10	48.00	20,750.00
085	0129	1GCEC19058E	109140	U	2008	SILVERADO	04/28/10	344.00	10,812.00
085	0129	1G2ZA5EB1A4	111198	U	2010	G6	10/20/10	75.00	11,950.00
085	0129	1ZVBP8EN1A5	12469	U	2010	MUSTANG	10/20/10	155.00	18,750.00
085	0129	WAUHF78P67A	124266	U	2007	A3	03/16/10	239.00	13,435.00
085	0129	SALSF254X8A	133698	U	2008	RANGE ROVER	08/12/10	90.00	39,925.00
085	0129	WAUDF78E28A	135413	U	2008	A4	09/07/10	64.00	23,005.00
085	0129	1GCKH25678F	151872	U	2008	RANGE ROVER	08/12/10	90.00	39,925.00
085	0129	1ZTHC22K67S	155787	U	2007	RAIDER	10/20/10	93.00	41,275.00
085	0129	WAUDH74F58N	168214	U	2008	A6	08/05/10	97.00	7,837.50
085	0129	3GCRKSE35AG	178368	U	2010	SILVERADO	10/20/10	22.00	29,225.00
085	0129	1GNUKBE02AR	197855	U	2010	TAHOE K1500	10/20/10	23.00	25,850.00
085	0129	1G2ZG57B094	215637	U	2009	G6	10/20/10	146.00	33,350.00
085	0129	KNAFG528497	248078	U	2009	RONDO	10/20/10	153.00	9,850.00
085	0129	1B3LC56K58N	269900	U	2008	AVENGER	10/20/10	9.350.00	10,250.00
085	0129	SALMF13488A	285825	U	2008	RANGE ROVER	11/01/10	386.00	41,106.27
085	0129	WBAEK734558	324447	U	2005	K73	10/20/10	358.00	19,098.00
085	0129	4T1BE32K45U	405140	U	2005	CAMRY	10/20/10	40.00	6,862.50
085	0129	WBAPH53569A	435640	U	2009	328I	10/20/10	28.00	22,650.00
085	0129	2V8HW34189R	578232	U	2009	ROUTAN	10/20/10	162.00	16,525.00

130 units

4,064,646.55

EXHIBIT B

All tangible and intangible personal property of Allison Automotive Group, Inc., including but not limited to all inventory, parts, accessories, furniture, fixtures, equipment, machinery, trailers, tractors, implements, accounts receivables, documents, instruments, contracts rights, cash and cash equivalents, and all other personal property located at 9190 S. Virginia Street, Reno, NV 89511, and all other deposit accounts of Allison Automotive Group, Inc.

The foregoing includes, but is not limited to:

all keys, manufacturers certificates of title, documents of title, bills of sale, invoices, and other records or instruments of ownership by Allison Automotive pertaining to the vehicles listed on Exhibit A; and

all documents, books, records, papers, accounts, chattel paper, electronic chattel paper, instruments, promissory notes, general intangibles, payment intangibles, supporting obligations, contract rights, software, or any similar types of tangible or intangible property relating to or comprising the vehicle and non-vehicle collateral.

Exhibit B